

1905-028 Chancery Causes: S. C. Hamilton vs. Edgar Hamilton
Lee Co.

S. C. Hamilton + Son]

CA - Business Dissolution
T - Business
Property

Additional Information:
Mercantile business

To the Honorable H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining your Complainant S.C.Hamilton, would represent and show unto your honor that on or about the ____ day of ____ 19__, your complainant and one Edgar Hamilton his son, the defendant^t hereinafter named entered into a co-partnership together as merchants to do a general ret ail business under the firm name and style of S.C.Hamilton & Son; your Complainant bringing into the business the sum of \$500. which he afterwards increased to \$800. and agreeing to share one half the profits, and the said Edgar Hamilton agreeing to bring into the business \$500, and share one-half the profits.

And your Complainant further alleges that they each brought into the business the aforesaid amounts, and that said partnership has continued up to the present time, when your complainant desired a dissolution of said partnership but the defendant refuse to dissolve the said partnership or to buy out the interest of your complainant in said business.

Your complainant alleges that there has been no settlement of the said Co-partnership accounts, made between your complainant and the defendant, although your complainant hath repeatedly applied ^{to} the defendant for a dissolution and settlement, final, with respect thereto. And your Complainant well hoped that the said defendant would have complied with such, your complainants reasonable requests, as in justice and equity he ought to have done.

Your complainant charges that the said defendant hath possessed himself of the said co-partnership books, and hath refused to permit your complainant to inspect the same or have it done, and hath also refused to render any account of the partnership money received by him, . Your complainant alleges that they built the Store house in which, the business is conducted with partnership moneys or goods ~~to~~ taken from their partnership store; that your Complainant and his younger son has performed considerable [~] clerk services for said firm, but for some time the defendant has had absolute control.

Your Complainant charges that he is informed that their said firm and co-partnership, owe to Wholesale Merchants for Goods considerable

sums, but he is not advised of the amount.

Your complainant charges that on a just and true settlement that a considerable balance would be due him from the defendant after the payment of all debts ;but nevertheless the said defendant is proceeding to collect the accounts and debts due your complaints firm and applying them to his own use, which he is enabled to do by having the books and goods in his possession. Your complainant alleges that there is now on hands at their place of business goods wares and Merchandise worth about the sum of \$1200. and notes and accounts and other property worth about \$800. Your Complainant alleges that it is not safe for the defendant to remain in the possession of the goods and wind up the business as his said son is reckless and perhaps insolvent if his debts and the debts of the firm were paid . Your Complainant alleges that the said defendant ought to be enjoined and restrained from disposing of the said stock of Goods and collecting the said accounts, and from continuing the business in the said firm name, and that some proper person ought to be appointed as Receiver to take charge of the said goods wares and Merchandise including the notes and accounts, convert them all into cash, pay the debts of the firm and hold the residue subject to the future order of the court.

The prayer of your complainant there fore is :that the said Edgar Hamilton be made a party defendant to this bill and answer the same but not on oath that being waived ;that an account may be taken of all and every the said co-partnership dealings and transactions ,and that said partnership be forever dissolved ,and that said Edgar Hamilton may be directed to pay to your orator what, if anything ,shall upon such account be ^{due} from him; that some proper person may be appointed to take charge of all the property of the aforesaid co-partnership, including notes accounts, goods wares, Merchandise, and all other ^{property} belonging to said firm ,and dispose of, collect and convert into money and hold subject to the future order of the court; that the said Edgar Hamilton in the meantime ,may be restrained by the order of this honorable court ,from collecting and receiving any debts due the ^{firm} and enjoined from disposing or selling any of the goods wares and merchandise on hands and from buying any more goods in the firm name, or in any way

contracting debts on behalf of their said firm. And your Complainant prays for all other further relief generally, that the nature of his case may require or to equity seem meet and he will ever pray &c.

Mr. G. Ely P.Q.

Virginia, Lee County to wit:

I, H.C. Joslyn, a justice of the peace for Lee County in the state of Va. do certify that M.G. Ely Attorney for S.C. Hamilton personally appeared before me and made oath that the statements made in the foregoing bill are true to the best of his knowledge, information and belief. Given under my hand this the 25, day of Feb. 1905.

H.C. Joslyn J.P.

^{Lab}
S. C. Hamilton Off

PS { Bill in Chancery

Edgar Hamilton Sept

S.C.Hamilton, Plaintiff,
Against) In Chancery,
Edgar Hamilton, Defendant,

This cause came on this day to be heard upon the bill of Complainant verified by affidavit, and on Motion of the plaintiff to enjoin and restrain the defendant Edgar Hamilton from continuing the Mercantile business under the firm name and style of S.C.Hamilton & Son, and to restrain the defendant from collecting any of the debts due the firm and selling and disposing of any of the goods on hands, and to appoint a Receiver to take charge of all the property belonging to the said firm, and convert it into cash, and hold subject to the future order of the Court and was argued by counsel for the plaintiff:

On consideration of which the court doth adjudge order and decree that the defendant Edgar Hamilton be and he is hereby enjoined and restrained from continuing the business any longer in the firm name of S.C.Hamilton & Son, and from purchasing any more goods in the firm name, and from disposing of any of the goods now on hands at their place of business and from collecting any debts due by note or account to said firm; and it is further decreed that Tom Hamilton ~~##~~ is hereby appointed Receiver, whose duty it is to take charge and possession of all the property belonging to the said firm of S.C. Hamilton and Son, including all the Goods wares and Merchandise on hands and notes and accounts due the firm and all other partnership property, and convert the same into cash as speedily as possible, he is permitted to sell said Goods and property for cash or on time either way to him may seem best, and report to court his action at the next term of this court, but before said receiver performs the duties required of him by this decree he will execute bond before the Clerk of this court in the sum of \$1000. conditioned for the faithful performance of his duty and the cause is remanded to rules to mature and is continued.

S. C. Hamilton
vs. { Decree
Edgar Hamilton

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Enter this,

J. A. W. S. Keen

Feb. 27th 1905